UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
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In Re: Chapter 7

Gershon Barkany, Case No. 8-14-72941-las

Debtor.

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Marc A. Pergament, as Chapter 7 Trustee of the Estate of Gershon Barkany,

Plaintiff, Adv. Proc. No. 8-16-08146-las

- against -

Barkany Asset Recovery and Management LLC, Cortland Realty Investments LLC, Marshal Eisenberg, Debra Eisenberg Wilder, Seth Farbman, SSS, LLC, Rachell Gober, The Boss's Daughter, LLC, Shalom Maidenbaum, Anthony Montilli, Joran Most, Janet Pinsky, Chaim Silberberg, Mr. San, LLC, Gerald Pinsky, Moshe Schreiber, Leah Schreiber, Central Strategies, LLC, MLS Resources, LLC and Mordechai Hellman,

Defendants.
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ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN TRUSTEE AND THE BARM PARTIES

Plaintiff Marc A. Pergament, as chapter 7 trustee ("Trustee") of the estate of Gershon Barkany ("debtor") having filed a motion dated February 7, 2017 ("Motion") [dkt. no. 15] for an order pursuant to Bankruptcy Rule 9019(a) approving the settlement and compromise entered into by the Trustee and the BARM Parties[1] dated as of February 2, 2017

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[1] As defined in the Settlement Agreement, the "BARM Parties" consist of defendants Barkany Asset Recovery & Management LLC, Cortland Realty Investments LLC, Marshal Eisenberg, Debra Eisenberg Wilder, Seth Farbman, SSS, LLC, Rachell Gober, The Boss's Daughter, LLC, Shalom Maidenbaum, Jordan Most, Janet Pinsky, Chaim Silberberg, Mr. San, LLC, Gerald Pinsky, Moshe Schreiber, Leah Schreiber, Central Strategies, LLC, MLS Resources, LLC and Mordechai Hellman.

("Settlement Agreement") [dkt. no. 15-3]; and the Court having jurisdiction over this matter under 28 U.S.C. § 1334(a) and (b) and the Standing Order of Reference entered by the United States District Court for the Eastern District of New York pursuant to 28 U.S.C. § 157(a), dated August 28, 1986, as amended by Order dated December 5, 2012, effective *nunc pro tunc* as of June 23, 2011; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157; and due and proper notice of the Motion having been provided to all parties in interest, and it appearing that notice of the Motion is sufficient, timely and adequate under the circumstances of this case and that no other or further notice need be provided; and a reasonable opportunity to object or be heard regarding the Motion having been given to all such parties; and an Objection dated March 16, 2017 (the "Objection") [dkt. no. 20] having been filed by Joseph Rosenberg, Jonathan Zelinger, Ethical Products Inc. and Petex International Limited (collectively, "Objectants"); and the Trustee and the BARM Parties having filed separate reply papers [dkt. nos. 21 and 23] to the Objection and in further support of the Motion; and a hearing to consider the Motion having been held before the Court on March 23, 2017 at which Objectants requested that the matter be scheduled for an evidentiary hearing and that Objectants be given an opportunity to depose the Trustee in advance of the evidentiary hearing; and the Trustee and Objectants having agreed that the deposition of the Trustee shall take place on March 30, 2017; and the Court having adjourned the hearing on the Motion to April 5, 2017 (the "April 5 Hearing"); and at the April 5 Hearing, the Trustee having advised the Court that Objectants waived the deposition of the Trustee; and the Trustee having served as his own witness at the April 5 Hearing, and having introduced documentary evidence; and Objectants having declined cross-examination of the Trustee and having advised the Court that, based upon the Trustee's testimony, Objectants were not going forward with the Objection; and the Trustee having represented that the Settlement Agreement was negotiated, proposed and entered into by the Trustee and the BARM Parties without collusion, in good faith, and from arms' length bargaining positions; and the Court, after careful consideration of the evidence presented at the April 5 Hearing, the exhibits admitted into evidence, the parties' submissions and argument, having determined that (i) a full litigation of the disputes resolved by the Settlement Agreement would be complex and protracted, and would delay the Trustee's ability to make distribution to the creditors of the debtor's estate and to complete the administration of this bankruptcy case, (ii) the settlement of this adversary proceeding on the terms set forth in the Settlement Agreement is in the best interests of the debtor's estate and creditors, and is supported by good business reasons, and (iii) the Settlement Agreement is fair and equitable and does not fall below the lowest point in the range of reasonableness; it is therefore hereby

ORDERED that:

1. The Motion is granted as set forth herein.

2. Pursuant to Bankruptcy Rule 9019, the Settlement Agreement is approved.

3. Any objections to the Motion that have not otherwise been withdrawn or resolved are overruled.

4. The Trustee is authorized to execute, deliver and carry out all transactions and perform all actions contemplated by the Settlement Agreement, and is further authorized to take any and all necessary or appropriate steps to effectuate and implement the Settlement Agreement in accordance with its terms.

5. The Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

6. This Order shall be effective and enforceable immediately upon entry. To the

extent applicable, Bankruptcy Rule 6004(h) is waived.

Dated: April 14, 2017
Central Islip, New York

Louis A. Scarcella
United States Bankruptcy Judge